

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: FINAL DESIGNATION OF PETER S. MARSHALL
APPROVAL OF FINAL WORKING DRAWINGS AND SPECIFICATIONS
AND PROPOSED DISPOSITION OF PARCEL 34a (25 LINWOOD ST.)
IN THE KITTREDGE SQUARE URBAN RENEWAL AREA
PROJECT NO. MASS. R-167

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the Kittredge Square Urban Renewal Area, Project No. Mass. R-167, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, Peter S. Marshall has expressed an interest in and/or has submitted a satisfactory proposal for the development of Disposition Parcel 34a (25 Linwood Street) in the Kittredge Square Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Peter S. Marshall be and hereby is finally designated as Redeveloper(s) of Parcel 34a (25 Linwood Street) in the Kittredge Square Urban Renewal Area.
2. That it is hereby determined that Peter S. Marshall possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said Parcel by negotiation is the appropriate method of making the land available for redevelopment.
4. That the Final Working Drawings and Specifications submitted by Peter S. Marshall for the development of Parcel 34a (25 Linwood Street) conform in all respects to the Urban Renewal Plan for the Project Area, and that said Final Working Drawings and Specifications be and hereby are approved.

5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a Land Disposition Agreement and Deed conveying Parcel 34a (25 Linwood Street) to Peter S. Marshall, said documents to be in the Authority's usual form.

7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

INTER-OFFICE COMMUNICATION

TO Dave Baker
FROM Bob McGilvray
DATE January 17, 1984
SUBJECT 25-27 Linwood Street

1. The bathroom is remote from the bedroom in two of the three rental units. It is not in the highest and best tradition of apartment layout to require someone who has already retired, or is sick and aged, to traipse through the living room and kitchen to reach the bathroom.
2. The bathroom should not open directly onto an open kitchen area. There ought to be some form of baffle, hallway, etc., to screen the bathroom door from the kitchen-dining area.
3. The second floor of the owners unit indicates a bathroom path through the den, from the two bedrooms.

None of the above situations would prompt a "turndown" on our part. It may be that the existing mechanical layout of these old buildings will not allow change.

cc: Garver



City of Boston
Neighborhood
Development and
Employment Agency

Office of Housing
26 West Street
Boston, Massachusetts 02111
617/25-3179

Mr. David Baker
Project Coordinator
Boston Redevelopment Authority
New City Hall
One City Hall Square
Boston, Massachusetts 02110

January 24, 1984

Re: Peter S. Marshall
25-27 Linwood St.
Roxbury, Mass. 02119

Dear Mr. Baker:

This is to confirm the intent of the Home Loan Program of the City of Boston NDEA-Office of Housing, to provide to Mr. Peter Marshall a deferred loan (grant) in the amount of forty thousand, six hundred and fifty-five dollars (\$40,655.00) for the rehabilitation of his property located at 25-27 Linwood St., Roxbury. The provision of this grant is contingent upon the approval of Mr. Marshall's construction loan application with the First National Boston Mortgage Corporation. Also, it should be emphasized that the grant is an interest-free deferred loan which has no repayment requirement, unless the property is sold within a five year period.

Please contact me if you have any questions in regard to this matter.

Very truly yours,

Michael D. Mahoney
Loans Program Manager

MDM/emc

Boston

March 1, 1984

Mr. David Baker
Project Coordinator
Boston Redevelopment Authority
New City Hall
One City Hall Square
Boston, Mass. 02110

Re: Peter S. Marshall
25-27 Linwood St.
Roxbury, Ma. 02119

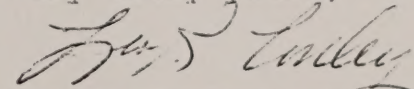
Dear Mr. Baker:

Enclosed please find a copy of a letter submitted to the First Boston Mortgage Corporation. The letter confirms the intent of the Home Loan Program of the City of Boston, NDEA-Office of Housing, to provide to Mr. Peter Marshall, a deferred loan in the amount of forty thousand, six hundred and fifty-five dollars (\$40,655.)

This deferred loan will be paired with a mortgage loan secured from the First Boston Mortgage Corporation, in the amount of forty-five thousand, eight hundred and forty-five dollars (\$45,845) to accomplish the rehabilitation of the property located at 25-27 Linwood Street, Roxbury. The total amount of rehabilitation, as determined by bid, is eighty-six thousand, five hundred dollars (\$86,500.) This amount will be fully funded by the combined funds of the Home Loan Program deferred loan and the First Boston Mortgage Corporation's mortgage loan.

Please contact me if you have any questions in regards to this matter.

Very truly yours,



Leo R. Conley
312/Home Loan Project Manager

Enc.



City of Boston
Neighborhood
Development and
Employment Agency

Office of Housing
26 West Street
Boston, Massachusetts 02111
617/725-3179

January 18, 1984

Ms. Marisa Pilette
Construction Loan Analyst
First National Boston
Mortgage Corporation
2 Sunlife Executive Park
Wellesley, Massachusetts 02181

Re: Peter S. Marshall
25-27 Linwood St.
Roxbury, Mass. 02119

Dear Ms. Pilette:

This is to confirm the intent of the Home Loan Program of the City of Boston NDEA-Office of Housing, to provide to Mr. Peter Marshall a deferred loan (grant) in the amount of forty thousand, six hundred and fifty-five dollars (\$40,655.00) for the rehabilitation of his property located at 25-27 Linwood St., Roxbury. The provision of this grant is contingent upon the approval of Mr. Marshall's construction loan application with the First National Boston Mortgage Corporation. Also, it should be emphasized that the grant is an interest-free deferred loan which has no repayment requirement, unless the property is sold within a five year period.

Please contact me if you have any questions in regard to this matter.

Very truly yours,

Michael D. Mahoney
Loans Program Manager

MDM/emc



FIRST NATIONAL BOSTON MORTGAGE CORPORATION

20 - 25 WELLS AVENUE

NEWTON, MASSACHUSETTS 02159

FEBRUARY 21, 1984

PETER S. MARSHALL

280 BROOKLINE ST. APT. 2
CAMBRIDGE, MA 02139

RE: 25-27 LINWOOD STREET
ROXBURY, MA 02119

We are pleased to inform you that your application for a residential mortgage loan of \$ 47,900.00, primarily secured by the improved real property identified above, has been approved upon the following terms and conditions:

1. The interest rate will be set 5 days prior to closing based on the rate schedule then in effect for First National Boston Mortgage Corporation. Interest on the loan will accrue for a term of 30 years.
2. You will be obligated to make monthly payments of the items set forth below. The amount of principal and interest estimated below is based on the interest rate of 13.000% currently in effect for First National Boston Mortgage Corporation.

Principal and Interest (estimated)	\$ 529.87
Real Estate Tax Escrow (estimated)	\$ 208.05
Hazard Insurance Premium Escrow (estimated)	\$ 50.00
Private Mortgage Insurance Premium Escrow	\$ 0.00
Total Monthly Payment (estimated)	\$ 787.92

The interest rate in effect 5 days prior to closing and your monthly principal and interest amount may differ significantly from the interest rate and estimated principal and interest stated above. Sums payable to escrow on account of real estate taxes, hazard insurance premiums and other estimated items may be adjusted from time-to-time throughout the term of the loan as the amounts payable change.

3. We must receive the following:
A non-refundable origination fee of \$ 479.00 paid by borrower at acceptance of commitment.
A commitment fee of \$ 479.00 payable at loan closing.
4. Your closing attorney will be:
SAMUEL D. SHIRO
294 WASHINGTON STREET
BOSTON, MA. 02108
617-542-3481
5. An accepted copy of this letter of commitment, together with origination fee provided for in paragraph 3 hereof must be received by First National Boston Mortgage Corporation on or before FEBRUARY 28, 1984, or this commitment will be cancelled. If, a material adverse change in your financial condition or the condition of the real property should occur before loan closing, First National Boston Mortgage Corporation reserves the right to terminate this commitment and return the origination fee forthwith.
6. If the loan closing does not occur by AUGUST 21, 1984, this commitment will expire. An extension may be granted upon written request made five days prior to the expiration of this commitment. Upon extension, there may be additional charges for updating the property appraisal and credit information.

7. All costs and expenses incurred with respect to this transaction including but not limited to survey fees, recording fees, title insurance policies and fees and expenses of our closing attorney shall be paid by you, whether or not the loan closing is ever held.
8. First National Boston Mortgage Corporation shall be furnished with a mortgagee policy of title insurance written in an amount equal to the amount of the mortgage loan and issued in such form and containing such terms, conditions and exceptions as shall be approved by our attorney.
9. The property upon which our mortgage lien will be placed will be occupied by you as your primary residence in compliance with any and all federal, state or municipal laws, rules, regulations or ordinances.
10. The following hazard insurance items will be required at closing:
 - a. A fire and extended coverage insurance policy providing coverage for the property on which our mortgage lien will be placed in an amount equal to at least the amount of the mortgage loan or 80% of the property's replacement value as determined by the Corporation's appraiser, whichever is greater. If this is condominium, a certificate of insurance under the master casualty insurance policy covering your condominium in an amount at least equal to the amount of the mortgage will be required at closing;
 - b. A mortgagee clause adding the mortgagee's insurable interest to all hazard and flood policies, worded as follows:

"First National Boston Mortgage Corporation, its successors and assigns, as their interest may appear
P.O. Box 1412
Boston, MA 02104;"
 - c. A payment receipt from your insurance agent or company showing that the first year's premiums for all hazard and flood policies have been paid in full must be received by our attorney five days prior to closing;
 - d. Each Hazard Insurance Policy must be written by an insurance carrier that has no less than a Class VI financial category rating in Best's Key Rating Guide;
 - e. The maximum deductible clause should be:
 - for single-family properties - \$250.00 or 1% of the original loan amount, whichever is higher;
 - for 2 to 4 family properties - \$1,000.00 or 1% of the original loan amount, whichever is less;The deductible clause may apply to either fire, extended coverage, or both.
11. Flood Insurance may be required if a determination is made that the property described above is located in a HUD-FIA designated flood area.
12. First National Boston Mortgage Corporation must be furnished with a Certificate of Compliance from the Fire Department acknowledging the property is in compliance with the smoke detector provisions of Massachusetts General Laws, Chapter 148, section 26F, at least five days prior to closing.

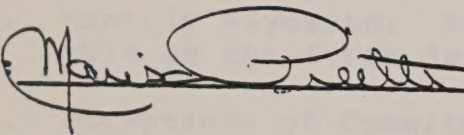
THE FIRST NATIONAL BOSTON MORTGAGE CORPORATION

Page 3

13. The following supplemental requirements must be satisfied five days prior to closing:

1. Completion of construction as per plans and specifications accepted by FNBMCM.
2. Issuance of a Certificate of Use and Occupancy by the proper authority.
3. Satisfactory verification of employment, deposit and credit information prior to the closing of the permanent mortgage.
4. Satisfactory recertification of appraisal.
5. Receipt of executed Lead Paint Waiver.

Very truly yours,

By: 

Gentlemen:

I have read the foregoing commitment letter and I hereby accept your offer to loan me the amount herein stated. I agree to be bound by the terms and conditions set forth in this commitment.

Date _____

Borrower _____

Date _____

Co-borrower _____



FIRST NATIONAL BOSTON MORTGAGE CORPORATION

20 - 25 WELLS AVENUE

NEWTON, MASSACHUSETTS 02159

FEBRUARY 21, 1984

PETER S. MARSHALL

280 BROOKLINE ST. APT. 2
CAMBRIDGE, MA 02139

RE: 25-27 LINWOOD STREET
ROXBURY, MA 02119

We are pleased to inform you that your application for a construction loan of \$ 47,900.00, primarily secured by the real property identified above, has been approved upon the following terms and conditions:

1. Interest Rate: The loan shall bear interest at TWO percent (2.000 %) over the base rate of The Bank of Boston in effect on the closing date. In the event of subsequent changes in such base rate, the interest rate on the loan shall be adjusted accordingly to TWO percent (2.000 %) over the base rate in effect on such change dates.
2. Commitment Fee: Borrower shall pay First National Boston Mortgage Corporation a non-refundable fee of \$ 479.00 for the issuance of this commitment.
3. Term: On demand, but if not sooner demanded, due and payable SIX (6) months from date of closing.
4. Monthly Payments: Payments of interest only shall be due and payable on the first day of each month during the loan term.
5. Acceptance of Commitment: Upon return by the borrower to First National Boston Mortgage Corporation of a fully executed copy of this commitment accompanied by a check for the commitment fee within seven (7) days from the date hereof, this letter will constitute an agreement obligating First National Boston Mortgage Corporation to make and borrower to accept a loan in accordance with the terms and conditions set out in this letter. If the executed copy and commitment fee are not received by First National Boston Mortgage Corporation by FEBRUARY 28, 1984, this commitment shall be null and void.
6. Time Limitations: This construction loan shall be closed as soon as all of the requirements and conditions of the commitment have been met; provided, however, that this commitment will expire unless this loan is closed on or before March 21, 1984.
7. Security: The loan will be evidenced by a promissory note (The Note) secured by a mortgage constituting a first lien on the property referenced above.
8. Recording of UCC-1 Statements: Lender shall retain the right to require that UCC-1 financing statements be recorded.
9. Our closing Attorney will be:
SAMUEL D. SHIRO
294 WASHINGTON STREET
BOSTON, MA. 02108
617-542-3481
10. The term "Borrower" as used herein shall be deemed to include any person named and prospective endorser, guarantor or surety in connection with the proposed loan.

THE FIRST NATIONAL BOSTON MORTGAGE CORPORATION

Page 2

11. Insurance Requirements:

- a. Hazard: Borrower shall provide a "Builders Risk Completed Value Form" policy with a deductible amount not being higher than \$500.00. Such policy must name First National Boston Mortgage Corporation as first mortgagee as follows:

First National Boston Mortgage Corporation
20 Wells Avenue
Newton, MA 02159
ATTN: Construction and Development Department

- b. Public Liability: Borrower shall provide bodily injury liability coverage in an amount not less than \$1,000,000.00 and property damage liability insurance not less than \$500,000.00.
- c. Workmen's Compensation: Borrower or his general contractor shall provide evidence of Workmen's Compensation Insurance in an amount not less than that required by state statute.

12. Costs and Expenses: All costs and expenses incurred with respect to this transaction including but not limited to Survey Fees, Recording Fees, Title Insurance Policies and fees and expenses of our closing attorney shall be paid by you, whether or not the loan closing is ever held.

13. Representations of Borrower: The validity of this commitment is subject to the accuracy of all information, representations and material submitted with or in support of the application for this loan; and the innaccuracy thereof or any material changes therein shall, at the option of First National Boston Mortgage Corporation, operate to terminate this commitment and all of First National Boston Mortgage Corporation's obligations hereunder.

14. Loan Disbursements: Disbursements of the loan proceeds will be made by First National Boston Mortgage Corporation at regular intervals during the course of construction in accordance with the provisions of the Construction Loan Agreement and Schedule of Payments.

15. Prepayment of Taxes and Insurance: Lender shall require that borrower provide proper evidence of payment of all due and outstanding taxes and that all insurance premiums have been prepaid prior to closing.

16. Posting of Signs: Borrower agrees that First National Boston Mortgage Corporation may place a sign or signs appropriate to the construction project on the improvements evidencing that construction financing is being provided by First National Boston Mortgage Corporation.

THE FIRST NATIONAL BOSTON MORTGAGE CORPORATION

Page 3

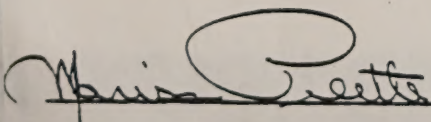
19. Documentation of loan:

- Note
- Mortgage and Security Agreement
- Construction Loan Agreement
- Survey
- Mortgage Title Insurance Policy insuring a valid first lien subject only to current year's taxes, normal restrictions and utility easement
- Construction Cost Breakdown
- Copies of all necessary building permits
- Closing statement signed by borrower and the closing attorney
- Evidence of (i) satisfactory zoning, (ii) availability of all necessary permits and licenses to construct, occupy and operate project, (iii) availability of all utility and municipal services required for the project, (iv) compliance with all applicable Federal, State and Local environmental requirements, (v) borrower having General Liability Insurance and Workmen's Compensation Insurance, (vi) copy of UCC-1 Statement, (vii) borrower having paid all outstanding taxes and insurance premiums

19. Special conditions:

1. Satisfactory verification of release of grant from the BRA Office.
2. Satisfactory verification of Contractor's Bonding Agreement.

Sincerely,



Construction Loan Analyst

Borrower

Date

Co-borrower

Date

MEMORANDUM

MARCH 15, 1984

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: KITTREDGE SQUARE, PROJECT NO. MASS. R-167
FINAL DESIGNATION OF REDEVELOPER
PARCEL 34a (25 LINWOOD STREET)

On August 31, 1983, the Authority tentatively designated Peter S. Marshall as redeveloper for the rehabilitation of 25 Linwood Street in the Kittredge Square Urban Renewal Area.

Subject Parcel contains 3,102 square feet of land with a vacant residential wood frame building thereon.

Mr. Marshall has received approval from the First National Boston Mortgage Corporation of an application for a construction mortgage loan in the amount of \$47,900 subject to the title, mortgage instruments and other requirements by said corporation.

Mr. Marshall is also obtaining a deferred loan (grant) from the City of Boston in the amount of \$40,655. for rehabilitation purposes contingent upon the approval of his construction loan application with the First National Boston Mortgage Corporation.

Final Plans and Specifications have been approved by the Authority's Rehabilitation Department.

It is recommended that the Authority finally designate Peter S. Marshall as redeveloper of parcel 34a (25 Linwood Street) in the Kittredge Square Urban Renewal area and that the Authority approve the final working drawings and specifications and further authorize conveyance of subject parcel.

An appropriate resolution is attached.

KITTREDGE SQUARE RENEWAL
AREA MASS. R-167

LOCATION OF
25 LINWOOD STREET
PARCEL 34a

